

Bobby Jindal  
GOVERNOR



Alan Levine  
SECRETARY

**State of Louisiana**  
Department of Health and Hospitals  
Office of the Secretary

January 12, 2009

The Honorable Willie Mount, Chair  
Senate Health and Welfare Committee  
P.O. Box 94183  
Baton Rouge, LA 70804-94183

Dear Senator Mount:

In response to Senate Concurrent Resolution No. 40 (SCR 40) of the 2008 Regular Session, the Louisiana Department of Health and Hospitals (DHH) and the Louisiana State University system (LSU) submit the enclosed report on the feasibility of DHH posting certain medical records through electronic systems currently in place with LSU.

DHH and LSU are available to discuss the enclosed report and recommendations with you and the members of the Senate Health and Welfare Committee. Please contact Jo Pine, Deputy Secretary of the DHH Office of Mental Health, at (225) 342-1936 with any questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to be "AL", written over a horizontal line.

Alan Levine  
Secretary

Enclosures



WWW.LSUHOSPITALS.ORG

- BOGALUSA MEDICAL CENTER - BOGALUSA
- EARL K. LONG MEDICAL CENTER - BATON ROUGE
- LALLIE KEMP REGIONAL MEDICAL CENTER - INDEPENDENCE
- LEONARD J. CHABERT MEDICAL CENTER - HOUMA
- LSU INTERIM HOSPITAL OF MCL - NEW ORLEANS
- UNIVERSITY MEDICAL CENTER - LAFAYETTE
- W.O. MOSS REGIONAL MEDICAL CENTER - LAKE CHARLES

January 9, 2009

The Honorable Willie Mount, Chair  
Senate Health and Welfare Committee  
State Capital  
P.O. Box 94183  
Baton Rouge, LA 70804

RE: SCR 40

Dear Senator Mount:

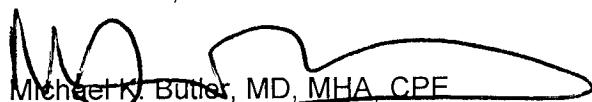
I am writing to acknowledge our Executive Team's approval of the feasibility report written in response to SCR 40. Designated LSU HCSD staff worked closely with OMH staff to review the current information work flows and mechanisms for sharing clinical information among the practitioners that are working with patients accessing care in both of our systems. The mutual decision was that any effort put into developing a separate system for sharing of information than those that exist currently would be unnecessary. Existing information sharing practices for this patient population are built on well-developed clinical information systems of both OMH and LSU HCSD. Our agencies have agreements in place supporting appropriate and secure access to these systems.

I continue to support OMH and LSU HCSD's data sharing practices. We continue to grant LSU user accounts and train authorized OMH personnel to view our clinical information system, CLIQ. I actively encourage all of our emergency department and acute psychiatric unit personnel to utilize OMH-IIS.

The LSU HCSD collaboration with OMH is very productive and we understand the value of having those that share in the care of the mentally ill being able to access all of the information necessary for sound clinical decision making.

Please do not hesitate to contact me should you need any additional information. I can be reached at 225-922-0747.

Sincere best,



Michael K. Butler, MD, MHA, CPE  
Chief Executive Officer

Bobby Jindal  
GOVERNOR



Alan Levine  
SECRETARY

**State of Louisiana**  
Department of Health and Hospitals  
Office of the Secretary

January 12, 2009

The Honorable Kay Katz, Chair  
House Health and Welfare Committee  
P.O. Box 44486  
Baton Rouge, LA 70804-94183

Dear Representative Katz:

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Sincerely,

A handwritten signature in black ink, appearing to be "AL" or "A. Levine".

Alan Levine  
Secretary

Enclosures

**LSU HEALTH SYSTEM**  
HEALTH CARE SERVICES DIVISION

- BOGALUSA MEDICAL CENTER - BOGALUSA
- EARL K. LONG MEDICAL CENTER - BATON ROUGE
- LALLIE KEMP REGIONAL MEDICAL CENTER - INDEPENDENCE
- LEONARD J. CHABERT MEDICAL CENTER - HOUMA
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P.O. Box 44486  
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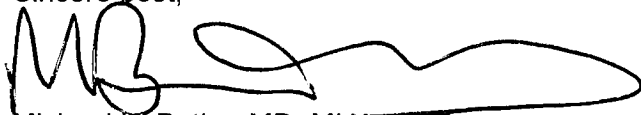
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Please do not hesitate to contact me should you need any additional information. I can be reached at 225-922-0747.

Sincere best,



Michael K. Butler, MD, MHA, CPE  
Chief Executive Officer

# Response to SCR40

from  
Louisiana Department of Health & Hospitals  
&  
Louisiana State University Health Care Services Division

## **Executive Summary**

SCR40 requests DHH and LSU to conduct a feasibility study of the posting of certain medical records electronically through the use of electronic systems currently in place with the LSU system. OMH and LSU believe that an arrangement is currently in place, functioning in the manner intended by this resolution, and achieving the needed outcome – availability of clinical information to improve decision making. Access to the entire set of electronically held Protected Health Information (PHI) of both the LSU and OMH systems is available to properly registered users of each agency. Those who have used the system have found it to be adequate to meet the treatment care needs of the individuals served by both agencies.

The infrastructure is in place and available. What has been noticed is that staff within both agencies, despite being offered the opportunity to apply for user accounts and, once established, to have free access to critical PHI for treatment, do not avail themselves of the option as frequently as it was planned. It is also critical to understand that the usefulness of the information in the respective systems depends on timely and consistent data input by staff. In the absence of accurate data entry or use by staff, no electronic data system will be useful either for routine operations or especially in times of emergency. Thus it would be inefficient and not cost effective to build yet another electronic PHI repository distinct to the behavioral health patient population, if staff currently do not use the data systems that are in place and currently available to them. The need is to optimize staff use of the current systems as designed.

## **I. Introduction**

In Senate Concurrent Resolution 40, the Louisiana Legislature urged the Department of Health and Hospitals “to collaborate with the Louisiana State University system to study the feasibility of the Department of Health and Hospitals electronically posting certain medical records through the electronic systems currently in place with the Louisiana State University for mental health patients being served by both entities.” In response, the DHH Office of Mental Health (OMH) and LSU Health Care Services Division (LSU HCSD) have explored the current information sharing processes and access to existing systems and have found that creation of the ability to “electronically post” certain medical records is not needed or recommended at this time. Both entities have extensive clinical information systems in place and have had a signed data sharing agreement which enables authorized personnel access to the full clinical data for shared patients. This agreement has been in place since July of 2007 and both programs are working to promote use of each agency’s clinical data systems.

## II. Description of current systems

The Office of Mental Health Integrated Information System (OMHIIS) is an on-line, comprehensive, integrated information system designed to collect, analyze, and report data (client, assessment, services, provider, and financial) for all persons served in OMH programs *enterprise-wide* (across the system of care).

It operates in an integrated fashion over the Department of Health and Hospitals (DHH) Wide-Area Network (WAN-SQL server) in MS.Net and will replace all separate, non-integrated, LAN-based legacy systems operating for community mental health centers which is called ARAMIS (Accounts Receivable and Management Information System), regional acute inpatient units and state psychiatric hospitals known as PIP (Patient Information Profile), and contracted and specialized community service programs.

In order to support clinicians with disease management decision making, LSU HCSD developed and deployed in 2003 a computerized clinical information system called CLIQ (for CLinical InQuiry). CLIQ's clinical data repository and web-based clinician portal receives and organizes data, in real time, from multiple source systems, such as laboratory, radiology, pathology, cardiology, pharmacy, transcription and others, into a patient-centric electronic record. CLIQ makes this record securely available via computer to clinicians caring for patients anywhere, anytime, independent of the HCSD facility location or the availability of the paper medical record. CLIQ also provides clinicians with a preventive health summary view of a patient's health and chronic disease management status, including reminders for preventive health testing such as mammograms and pap smears, graphical presentations of historical and recent blood pressure and BMI measures, and display of the latest assessments for chronic disease status, such as glucose and lipid assessments for patients with diabetes.

CLIQ, which now contains greater than 13 million results and reports on over 500,000 patients, recently achieved its fifth year of service for HCSD and its partner community provider organizations. CLIQ is utilized on a daily basis by clinicians at eight LSU hospitals, more than 15 community clinic locations, two OMH acute psychiatric inpatient units, and several OPH health clinics and surveillance epidemiologists with communicable disease divisions. Each day the system serves approximately 1,500 unique users logging in more than 6,000 times to access more than 8,000 patient records.

## III. User profiles / type

Within the LSU system, staffs who work in the emergency departments (EDs) and the LSU Hospital system acute psychiatric units can have access to OMHIIS through a web access portal. These staff includes nurses, physicians, case managers, and any other staff who have legitimate need to access sensitive protected health information (PHI) for the purpose of providing treatment to individuals being served in these settings. In those psychiatric acute units attached to OMH-operated facilities, staff has had direct access to OMHIIS through the DHH WAN and can freely access needed information.

Within the OMH system, staff of the Intermediate Care Facilities (ICFs) along with staff of the acute psychiatric units within the ICFs have had the option of access to LSU's CLIQ data system. The staff here includes physicians and nurses who have legitimate need to access information within CLIQ related to treatment of individuals who are common to both systems. Staff access CLIQ remotely through a secured connection through Citrix on the LSU Health Services Center (HSC intranet).

Staff afforded privileges receive additional training on privacy, security and system functionality. Records are only accessed on current patients for whom staff have a legitimate reason to access the medical record or the mental health record.

#### IV. Process for access

Both LSU and OMH currently have a memorandum of agreement (MOA), as evidenced by the attached documents, in place that allows each agency to access PHI in the other agency's database for the purposes of providing immediate treatment to individuals who are common to both systems. Each agency has detailed policies/procedures (attached) governing the access to, use of, and security of the data. Briefly, the procedures for access are described here.

To access the LSU CLIQ system, designated OMH staff must submit a request for an LSU account to the person identified by LSU as responsible for managing system access. Once approved, an account is established with a secure password. An application utilized for secure access is then downloaded and installed on the user's computer. The user is provided with a tutorial on how to access and use the CLIQ system.

To access the OMHIIS system, designated LSU staff must submit a request for a user account and password, sign a confidentiality statement, and request client registry access, and a web access privilege. Once the account has been approved and established, the user is notified of this password to access the OMHIIS system and training will be provided to him/her on use of the system.

Once access has been established, each valid user can freely access each system and search for information on an individual currently being seen and treated within any of the respective agency's facilities.

#### V. Efforts to oversee and promote use

OMH Central Office has entered into a cooperative arrangement with LSU to facilitate reciprocal access to vital PHI within their respective electronic clinical records. It had been recognized that establishing this dual access process was the most efficient and timely way to provide a solution to the need for critical information on individuals who are being treated in the respective facilities rather than building a third shared repository for information. Such a project would require time for establishing a separate process/procedure for access, updating, monitoring, and security. Furthermore, the LSU system is in the process of researching electronic medical record systems, and to embark on a separate project that would only establish a partial medical record

for a distinct subset of patients was impractical and a waste of resources. Granting reciprocal access to assure that medical and mental health providers have access to vital patient information would serve this purpose.

Since access was established, both agencies have promoted the use of each system. OMH Central Office has been working with its ICFs to notify them of the availability of this access and to assist them to gain user accounts in CLIQ. LSU will provide training on the system to OMH users and will provide ongoing technical assistance. LSU has also promoted to its staff in EDs and acute units the availability of access to OMHIIS. In January of 2008, OMH, in collaboration of LSU, set up a formal train-the-trainer session on the OMHIIS system for LSU users and assisted them in completing their account request forms. OMH provides ongoing technical assistance to LSU users of its OMHIIS system. Both agencies through their respective representatives have made numerous attempts to notify staff of the availability of this resource.

## VI. Utilization

At present, LSU HCSD has applied for OMHIIS access accounts for 57 emergency department personnel and four acute unit personnel. These accounts have been completed or are in process. This total represents staff from six LSU HCSD emergency department and two LSU HCSD acute inpatients units. The staff breakdown is as follows:

Physicians/Nurse Practitioners: 7  
Nurses: 37  
Nurse Supervisors: 11  
Social Workers: 3  
Psychological Counselors: 3

At present, 13 of the users have at least logged on once to enter the system and set their passwords. Five of the 13 are recent users (have logged on within the last three months).

To date, 20 OMH acute unit personnel have applied for access to CLIQ. Monthly audit reports are monitored for appropriateness of use. These reports reveal that, on average, two providers per month utilize the system. This may be under reported as some acute unit personnel may have an LSU account that was established through the acute unit and is not monitored as an external affiliate of LSU HCSD. Both OMH and LSU continue to promote use, accept applications for new users and provide training resources.

## VII. Conclusions & Recommendations

LSU and OMH have established cooperative agreements to allow mutual access to their respective clinical data systems. Both agencies have standard policies/procedures in place to establish user accounts, establish confidentiality and security standards provide training, and monitor use. Staff at both facilities have been informed of the availability of access and provided training, but not all staff that have been provided with user accounts have accessed the



systems. Low utilization by staff has been the limiting factor. Based on this assessment we make the following recommendations:

- Enhance and promote ongoing efforts at each facility to make staff aware of availability of data access;
- Establish a performance improvement plan to monitor current utilization and identify barriers to utilization;
- Implement a performance improvement plan to address barriers to utilization identified above;
- Address utilization issues with appropriate supervisors, managers, and administrators.

Many of these recommendations for improvement have begun to be implemented and both programs have witnessed an increased interest in access to each entity's information system as demonstrated by increasing volume of applications for user accounts.

**AFFILIATION AGREEMENT  
BETWEEN  
LOUISIANA STATE UNIVERSITY HEALTH CARE SERVICES DIVISION  
AND  
LOUISIANA DEPT. OF HEALTH & HOSPITALS – OFFICE OF MENTAL HEALTH**

RECEIVED  
4/10/07  
2007

This Affiliation Agreement between the Louisiana Department of Health and Hospitals, Office of Mental Health and the Louisiana State University, Health Care Services Division ("LSU-HCSD") represents that:

WHEREAS, the primary mission of LSU HCSD is to provide health and medical services for the uninsured and medically indigent residents of Louisiana; and

WHEREAS, under the provisions of Act 3 of the 1997 Louisiana Legislature R.S. 17:1519.5(B)(6), LSU-HCSD, is to participate in comprehensive health planning in cooperation with other public and private organizations and agencies, local health departments and federally qualified health centers; and

WHEREAS, under the provisions of Act 3 of the 1997 Louisiana Legislature R.S. 17:1519.5(B)(7), LSU-HCSD, is to participate in coordination of the delivery of services it provides with those that are provided by the Department of Health and Hospitals, local health department and federally qualified health centers.

WHEREAS, LSU-HCSD is committed to the delivery of health services to underserved populations who are uninsured or medically indigent and wishes to coordinate with community-based health centers to increase the availability of and access to quality health care; and

WHEREAS, LSU-HCSD, is interested in entering into collaborative relationships with community-based organizations and agencies, local health departments and federally qualified health centers to enhance access to primary and specialty health care and to help build the infrastructure needed to support continuity of health care services to the uninsured and medically indigent of Louisiana; and

WHEREAS, DHH –OMH is committed to the delivery of outpatient and inpatient mental health services to underserved populations who are uninsured or medically indigent and wishes to coordinate with community-based health centers and hospitals to increase the availability of and a continuity of care for persons with mental illness; and

WHEREAS, DHH-OMH desire to participate in the coordination of the delivery of services they provide with those provided by LSU-HCSD, such coordination including the provision of relevant, reliable data essential for the effective monitoring, analysis and reporting to the public of the state's health status, access to care, outcomes of care, patient satisfaction with care and public health goals and objectives; and

WHEREAS, DHH-OMH is interested in entering into a collaborative relationship with a LSU HCSD which offers a wide variety of health care services to enhance access to specialty medical care and diagnostic testing and to build the infrastructure needed to support continuity of health care services to the uninsured and medically indigent of Louisiana; and

NOW, THEREFORE, in consideration of the mutual benefits to DHH-OMH and LSU HCSD, the parties enter into this Affiliation Agreement with the terms and conditions herein listed:

I.

LSU HCSD shall facilitate the acquisition of hospital privileges for the physicians under contract to DHH - OMH to provide the health and medical services that are the subject of this affiliation. Such privileges are to be effected through the application and credentialing process in effect at LSU HCSD now and as amended in the future. Hospital privileges are to include the authority to refer to LSU HCSD facility mental health care clients who need outpatient specialty, diagnostic or consultative services.

II.

DHH-OMH and LSU-HCSD ("the Parties") shall coordinate to create and maintain patient data exchange systems while observing laws and standards on privacy and confidentiality. These systems should have as a minimum goal to enable the improvement of patient-level health outcomes.

III.

The Parties shall develop and maintain formal policies and procedures to govern exchanging information, clinical information, obtaining privileges, making patient referrals (hospital-to-clinic, clinic-to-clinic and clinic-to-hospital), and such other actions that may be agreed to in order to carry out the spirit of this affiliation. Refer to Attachment A, "Information Sharing".

IV.

The Parties shall collaborate on disease management protocols and research for serving the uninsured and medically indigent to include but not be limited to mental illness, substance abuse and co-occurring disorders.

V.

The Parties shall collaborate on assessing the unmet mental health needs of the uninsured and medically indigent of Louisiana, as appropriate, such assessment leading to the development of cooperative community health planning and the seeking of new funding sources to defray the cost of new and expanded mental health and medical programs.

VI.

The Parties shall collaborate on the assessment of the use of new and expanded methodologies to deliver enhanced mental health and medical services to the uninsured and medically indigent persons with mental illness of Louisiana as appropriate.

VII.

The Parties shall comply with all applicable federal and state laws and regulations and applicable The Joint Commission standards, regarding, but not limited to, the delivery of health, psychiatric and medical services.

VIII.

Any provision of services requiring the expenditure of funds other than those funds required for the coordination and collaboration of this affiliation shall require separate attachments signed by the designated working partner.

IX.

The Parties agree to adhere to the mandates dictated by Titles VI and VII of the Civil Rights Act of 1964, as amended; the Vietnam Era Veterans' Readjustment Assistance Act of 1974; Americans with Disabilities Act of 1990; Sec. 503 of the Rehabilitation Act of 1973; Sec. 202 of Executive Order 11246, as amended, and all requirements imposed by or pursuant to the regulations of

the U.S. Department of Health and Human Services. The Parties agree that they will not discriminate in the rendering of services to and/or employment of individuals because of race, color, religion, sex, age, national origin, handicap, political beliefs, disabled veteran or veteran status, or any other non-merit factor.

X.

The Parties shall submit to the jurisdiction of the courts of the State of Louisiana.

XI.

The Parties agree to retain and allow inspection of all books, records and other documents relevant to the agreement and funds expended thereunder for at least four (4) years or as described in 45 CFR 74.21(b) whichever is longest.

XII.

This agreement shall commence on July 1, 2007 for a term of one year. The agreement shall be reviewed annually before the anniversary date and continuation for additional one-year terms shall be by written agreement.

XIII.

Participation in this agreement may be terminated by any party upon written notice to all other parties. Such termination of participation shall be effective thirty (30) days after notice is sent. In the event of termination of participation of a party to this agreement, the agreement shall remain in effect between all other parties.

XIV.

Any notice, demand, or communication required, permitted or desired to be given hereunder, shall be deemed effectively given when personally delivered or mailed by pre-paid certified mail, return receipt requested, addressed as follows:

DHH – OMH  
Assistant Secretary  
628 Fourth Street, 4<sup>th</sup> Floor  
Baton Rouge, LA 70809

LSU-HCSD:  
Chief Executive Officer  
Louisiana State University,  
Health Care Services Division  
8550 United Plaza Blvd., 4<sup>th</sup> Floor  
Baton Rouge, LA 70809

or to such other address and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

XV.

Any party to this agreement may recommend revisions as the need arises. Revisions become effective upon written approval of all parties.

XVI.

By signing this document, each party certifies that neither this business entity nor any of its employees is currently listed as excluded or sanctioned by either the Department of Health and Human Services, Office of Inspector General (OIG) or the General Services Administration. Each party understands that if at any time during the term of this agreement, this entity or any of its employees appears on either listing, they will notify the other parties and their participation in this agreement will be terminated.

This agreement contains or has attached hereto all of the terms and conditions agreed upon by the contracting parties, in witness thereof, this agreement is signed and entered into on the date indicated above.

STATE OF LOUISIANA  
DEPARTMENT OF HEALTH AND HOSPITALS  
OFFICE OF MENTAL HEALTH

BY: William E. Payne 8/8/07  
William Payne (Date)  
Assistant Secretary

LOUISIANA STATE UNIVERSITY  
HEALTH CARE SERVICES DIVISION

By: Michael K. Butler  
Michael K. Butler, MD. MHA, CPE (Date)  
Acting Chief Executive Officer

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**ATTACHMENT A**  
**TO MASTER AFFILIATION AGREEMENT OF SEPTEMBER 1, 2007**  
**INFORMATION SHARING**

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This Information Sharing Attachment A (hereinafter "Attachment A") is made and entered into as of this 1st day of September, 2007 by and among Louisiana Department of Health and Hospitals Office of Mental Health ("DHH-OMH") and Louisiana State University Health Care Services Division ("LSU-HSCD") (collectively the "Parties").

WITNESSETH

Whereas, the Parties provide a broad array of services, including, without limitation, primary care services, subspecialty services, in-patient services, outpatient services, and mental health services within the state of Louisiana;

Whereas, the Parties serve the same general patient population for their various health care needs;

Whereas, DHH-OMH and LSU-HCSD have entered into an Affiliation Agreement for the purpose of enhancing access to primary medical care, specialty medical care and diagnostic testing and to build the infrastructure needed to support continuity of health and mental health care services to the uninsured and medically indigent of Louisiana;

Whereas, the Parties desire to establish a process for sharing personal health information among participating Parties, in a confidential environment which complies with the Privacy Regulations of the Health Insurance Portability and Accountability Act ("HIPAA") in an effort to minimize the burdens on both patients and Parties to improve coordination and quality of care to patients serviced by multiple Parties.

NOW, THEREFORE, in consideration of the mutual covenants, representations and warranties contained in this Attachment A, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**I. Definitions**

A. "Party" or "Parties" means any organization that is a signatory to this Information Sharing Attachment A.

B. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR Section 164.501. [45 CFR § 160.103; 45 CFR § 501]

C. "Proprietary Information" means any information which is used in the Party's business which, if disclosed, would be detrimental to the Party, its employees, or patients. For example, this includes the Party's personnel and financial records.

D. "Shared Data" means patient information, and includes data shared through the CLIQ (Clinical Inquiry) system, and OMH-IIS and other systems that may be specifically added by the Parties (collectively referred to as "Shared Data Systems").

## **II. Purpose of Attachment A**

The purpose of this Attachment A is to establish standards for the access to PHI which is shared among Parties.

## **III. Protected Health Information**

This Attachment A applies to all PHI, which is entered and/or maintained, on the Shared Data Systems or in other formats by the Parties.

## **IV. HIPAA Compliance**

Each Party hereby represents, prior to gaining access to PHI, that each employee or independent contractor will complete HIPAA privacy training and sign a Business Associate Agreement, if required by Federal law.

## **V. HIPAA Requirements**

Each Party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §1320d ("HIPAA") and any current and future regulation promulgated thereunder including, but without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 160 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements", to the extent applicable. Each Party agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. §164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. §1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. To the extent applicable under HIPAA, each party shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

## **VI. Permissible Use of PHI**

A. PHI that is subject to this Attachment A shall be used only for the provision of services by Parties to the patient whose information is being accessed. PHI shall not be used or disclosed for any other purpose except as may be allowed by Federal law.

B. As of the effective date of this agreement PHI may be included in the data systems only after the Patient has received a Notice of Privacy Practices, unless an applicable exception under HIPAA applies as defined in 45 CFR Sections 160.103, 164.501.

C. Upon request, patients shall have the right to review the information which is entered in the clinical data systems by the party providing services or maintained in other formats and subject to sharing.

D. All disclosures of PHI shall be limited, to the extent practicable, to the minimum amount necessary to accomplish the purpose for which the information is used or disclosed.

#### **VII. Ownership of Patient Records**

All patient records subject to this Attachment A shall be the property of the originating Party. In the event that a Party goes out of business, the patient record may be transferred to another Party of the patient's choice.

#### **VIII. Protection of Information**

All information shall be protected by reasonable and appropriate administrative, technical, and physical safeguards to protect against any reasonably anticipated threats or hazards to the privacy, security or integrity of patient information, in compliance with the HIPAA privacy regulations. Such protections will be ensured by processes put into place by LSU HCSD and OMH, and shall include but not be limited to:

A. Each person authorized to access the system must have a unique identification code and password to verify. Such identification codes and passwords shall be issued and changed regularly in accordance with the procedures established by the LSU HCSD.

B. Each party shall be responsible for reviewing audit trails and other reports generated by the data systems. In the event of a perceived breach, HCSD will take appropriate action, including but not limited to eliminating Parties' access to the Data System according to HCSD policies.

C. Each party shall maintain procedures to ensure the integrity, completeness and continuity of data included in the Data Systems;

D. Each Party shall adopt privacy policies and procedures, appoint a privacy officer, and conduct periodic audits of its facility to ensure compliance with the HIPAA privacy regulations; and

E. All computers and networks that hold patient information or have access to patient information shall be maintained in a secure manner.

#### **IX. Insurance**

Each Party, which participates in sharing of patient information through this Attachment A, must maintain adequate and appropriate insurance throughout the period of its participation.

#### **X. Information Privacy Officer; Information Audits**

Each Party shall identify and name a Privacy Officer who is responsible for assuring Party compliance with the terms and conditions of this Attachment A prior to gaining access to shared patient information. In addition, each Party shall conduct a routine information privacy audit that is consistent with industry standards and in accordance with each Party's procedures.



**XI. Training**

Each Party shall provide training to any person who has access to patient information regarding the terms and conditions of this Attachment A, and any procedures developed by the Party. This training shall be provided prior to an individual's access to patient information.

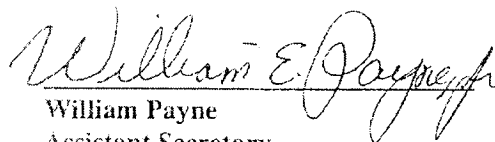
**XII. Termination**

Any Party may elect to terminate its participation in this Attachment A at any time but must provide 30 days written notice to all other Parties of such intent to terminate.

**XIII. Penalties**

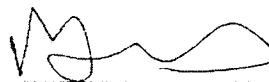
Any person or Party that violates this Attachment A may be subject to penalties. Penalties may include, but are not limited to, termination of agreement, and other sanctions deemed appropriate by HCSD and/or available at law or equity, including the attorneys' fees and costs of pursuing any such violation. If a violation occurs, the Party will be notified of such violation and will have fourteen (14) days to present to HCSD a plan of correction to remedy the violation. ISAC shall determine if the plan of correction is sufficient and provide notice to the Party of the decision. Exclusion from this agreement shall be determined only by the LSU HCSD/DHH-OMH leadership team. A party may appeal any decision made by the LSU-HCSD/DHH-OMH Leadership team.

IN WITNESS WHEREOF, the parties hereto have duly executed this Attachment A as of the day herein first above written.



William Payne  
Assistant Secretary  
DHH-OMH

8/9/07  
Date



Michael K. Butler, MD, MHA, CPE  
Acting Chief Executive Officer  
LSU HCSD

08/17/07  
Date

Memorandum of Agreement  
For Non-DHH Parties Seeking Access to Electronic Protected Health Information of the  
State Office of Mental Health

I. Purpose:

To ensure oversight of public or private hospital emergency room (ER) staff or other non-DHH staff working within other state agencies/facilities granted access, under this Agreement, to the Office of Mental Health-Integrated Information System (OMHIIS) which contains clinical protected health information (PHI) for registered clients of the Office of Mental Health (OMH). This Agreement also serves to insure compliance by all parties with existing DHH & OMH HIPAA Privacy and Security policies and procedures and OMH policies and procedures governing access to authorized users of OMHIIS.

II. Scope:

The Agreement applies to the signatories listed and binds those who sign to abide by all policies and procedures that DHH & OMH have established to insure privacy and security of the electronic protected health information (ePHI) stored in the OMH Integrated Information System (OMHIIS).

III. HIPAA Compliance:

Parties seeking access to OMHIIS represent, prior to gaining access to ePHI, that each employee or independent contractor will complete HIPAA privacy training. All parties accessing OMHIIS will comply with all applicable provisions of state and federal law regarding privacy and security of PHI/ePHI, including but not limited to the HIPAA Privacy and Security Rules.

IV. Training:

Parties seeking access to OMHIIS shall be required to undergo training regarding the terms and conditions of this Agreement, the associated procedure, and the basic operations of OMHIIS. This training shall be provided prior to an individual's access to patient information.

V. Terms & Conditions:

All terms and conditions for authorized access to OMHIIS are contained in this MOA and the attached Procedure. Parties wishing to gain access to OMHIIS by signing this Agreement hereby affirm their intent to comply with these terms and procedures and any subsequent modifications to the Procedure.

VI. Time Frame:

Once signed, this Agreement will remain in effect until terminated by any one of the parties after giving written 30 days prior notice. This Agreement can also be

Memorandum of Agreement  
For Non-DHH Parties Seeking Access to Electronic Protected Health Information of the  
State Office of Mental Health

terminated if OMH finds the other party in substantial violation of the terms and conditions contained in the attached Procedure governing OMHIS access.

VII. Signatures:

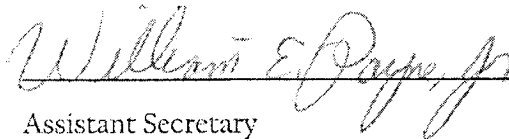
In agreement with all of the above and with the terms and conditions stated in the attached Procedure:



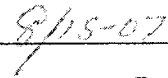
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Micheal K. Butler, MD, MHA, CPE  
For: LSUHCSD

Date 8-9-07



Assistant Secretary  
For: Office of Mental Health/DHH



Date

Department of Health and Hospitals  
Office of Mental Health

**Procedure Governing Access to ePHI of Clients in OMH-IIS by non-DHH Providers**

The following are procedures established to ensure oversight of public or private hospital emergency room (ER) staff or other non-DHH staff working within other state agencies/facilities granted access, under this procedure, to the Office of Mental Health-Integrated Information System (OMHIIS) which contains clinical protected health information (PHI) for registered clients of the Office of Mental Health (OMH). This procedure also serves to insure compliance by all parties with existing DHH & OMH HIPAA Privacy and Security policies and procedures and OMH policies and procedures governing access to authorized users of OMHIIS.

1. Each hospital ER or agency/facility has to register with OMH. This includes:
  - a. Providing hospital/agency/facility name, location, and at least 1 point of contact directly associated with the area seeking access.
2. Once an ER/agency/facility is registered, OMH can put the ER/agency/facility into the system similar to how OMH registers all the community mental health centers (CMHC's), Hospitals and Acute Units. This will allow for OMH to do two things:
  - a. Monitor where a registered user works
  - b. Allow for an episode record to be registered into OMHIIS for an ER/agency/facility visit and tie it back to the specific location/point of contact.
3. Each user in an ER/agency/facility has to apply for their own individual OMHIIS account. Accounts in OMHIIS cannot be shared among users. The facility contact / monitor identified in the registration process will sign off on the account to certify that this user has a "Need to know" and is appropriate to have access to OMHIIS. The point person at the hospital ER/agency/facility will forward the information to the OMH statewide DPO who will then setup the account for a specific user and bind that account to the appropriate location.
4. Before any user in an ER/facility/agency can research the OMHIIS data system for a clinical history of a person served in setting, OMH will require that each ER/agency/facility have on record documentation that a DHH Notice of Privacy Practices (NPP) has been given to the client informing them of the typical uses of the ePHI held by DHH/OMH which includes allowing ER/agency/facility staff to access and search the client registry in OMHIIS and to review their records contained there.
5. If there is a record on file in the OMHIIS system for a specific ER/agency/facility client, the ER/agency/facility will be required to register this contact in OMHIIS and provide the following information about the contact:
  - a. Date of contact,
  - b. Time of contact,
  - c. Attending physician,

Drafted: 5/4/07

Revised: 6/7/07

Final/Implementation: 6/20/07

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- d. Chief complaint,
  - e. Diagnosis,
  - f. Medications prescribed, and
  - g. Disposition
6. The ER/agency/facility will not be required to register clients into OMHIIS when there is no history of this client being served by OMH.
7. The ER/agency/facility must state that each user clearly understands that a user's interaction with OMHIIS is logged and tracked for the following activities, but not limited to:
- a. Searching the client registry: The OMHIIS system allows for a user to find clients by searching the system on a combination of Name, Date of Birth, and SSN. The search can be done on full or partial Name and SSN. Every search executed in the system is logged and stored in the system by user account and can be examined by OMH at any time going back to the creation date of the user account in the system.
  - b. Viewing clinical or personal information on clients in the OMHIIS system: After users execute a search in OMHIIS, and drill down to clinical information upon a successful match, the system logs and stores this information by user account and can be examined by OMH at any time going back to the creation date of the user account in the system.
  - c. Adding and Editing of client information: The OMHIIS system carries a history of all client information by tracking the actual data, date, time and user account that made changes to client information or appended to existing client information. All changes or additions to a client's information in OMHIIS can be examined by OMH at any time going back to the creation date and time the information was originally put into the system.
  - d. This logging and tracking of a user's interaction with the system is done in order to follow conventional best practices for storing and retrieving clinical information and can be used by OMH to provide evidence of abuse for accounts that are suspected of, but not limited to, fraudulent or frivolous searching of client information. An ER/agency/facility must have documentation that an NPP was offered/given to a client to provide evidence that the information viewed on that client in OMHIIS was pertinent to a person served in the ER/agency/facility and agreed to by that client.
8. The organization in which the ER/agency/facility operates must insure that all staff given OMHIIS access has received appropriate training on HIPAA privacy rules.
9. The organization in which the ER/agency/facility operates must agree to notify OMH when any employee with OMHIIS access leaves their position or is reassigned to an area that no longer requires OMHIIS access so that access rights

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may be promptly terminated. OMH will conduct positive verification of active OMHIIS accounts periodically which will require the facility/organization contact/monitor to review a list of their active users sent by the OMH DPO to confirm accounts still active and accounts that are inactive and need to be terminated. Failure to reply to request for positive verification within a reasonable time (i.e., no more than 7 days), may result in temporarily terminating access for all users at the organization/facility site until such verification is completed.